



State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF MANAGEMENT AND FINANCE

RFP No. 2400-10-09
Page 1 of 3 Pages

REQUEST FOR PROPOSALS

RFP NO. 2400-10-09

"SONRIS POST IMPLEMENTATION AND SUPPORT"

July 2, 2010

The Louisiana Department of Natural Resources (DNR) invites you to submit a proposal to provide services and materials to conduct the project described in Enclosure (4). The project cost shall not exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and a contract period of 12 months is scheduled with initiation of the contract period on August 1, 2010 and ending approximately July 30, 2011. Proposals should be prepared according to the instructions and information in Enclosure (2). Consideration of proposals will be limited to those proposers who meet the prerequisites listed in Enclosures (2) and (3).

Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the RFP. Elaborate proposals are neither required nor desired. DNR may award a contract, based on initial offers received, without discussion of such offers. Proposers are, therefore, advised to submit their initial offers on the most favorable terms possible. Please note that any or all proposers may be required to make oral presentations of their proposals prior to final selection of the Contracting Party. If the DNR chooses to require oral presentations, those proposers selected to make such presentations will be so notified by the Contracts and Grants Administrator by telephone on or before August 5, 2010, and presentations will be made by proposers at a time assigned by the Contracts and Grants Administrator. Presentations will be at the Louisiana Department of Natural Resources, LaSalle Office Building, 617 North Third Street, Baton Rouge, Louisiana 70802.

Contracts and Grants Division

The DNR reserves the right to reject all proposals. This RFP is not intended and shall not be construed to commit DNR to pay any costs incurred in connection with any proposal or to procure or contract for any services.

All potential contractors should be advised that contractors may, in certain circumstances be deemed "public employees" as defined by the Ethics Commission. **Full disclosure to the DNR is required of any potential conflicts.** Any potential conflicts **shall** be resolved with the Ethics Commission prior to seeking a contract. The Commission on Ethics for Public Employees is located at 617 North Third Street, LaSalle Building, 10th Floor, Baton Rouge, LA 70802; telephone number 225-219-5600; toll free at 1-800-842-6630.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS SHALL BE
SUBMITTED IN WRITING TO THE CONTRACTS AND GRANTS ADMINISTRATOR.

Replies to such questions will be provided in writing and the questions and answers thereto will be sent to all potential proposers. Questions must be in writing and received no later than **3:00 P.M.** central standard time on or before **July 16, 2010**, to Louisiana Department of Natural Resources, Room #1265, LaSalle Office Building, 617 North Third Street, Baton Rouge, Louisiana 70802, or fax to (225) 342-8700.

REVIEW & SELECTION

Proposals will be evaluated and ranked by a Proposal Review Committee according to the following criteria to be weighted according to points listed:

1. Technical approach to the project and adequacy of proposal to achieve the requirements of the Scope of Services in the desired degree of detail. **(35)**
2. Cost. **(30)**. Cost ratings will be determined using the following formula:

Lowest personnel fee schedule average will receive 30 points. All other proposals will be rated by multiplying the maximum possible points **(30)** by a fraction that consists of the lowest cost as numerator and cost proposal being evaluated as denominator.

3. Relevant experience of the firm and qualifications of the key personnel assigned to this project. **(35)**

In the event oral presentations are requested, they will be evaluated on the clarity and detail of the technical approach and relevant experience of the firm, with a maximum score of twenty points, which will be added to the initial scores for a final score.

The Proposal Review Committee shall make its report to the Secretary. Award shall be made to the responsible offeror whose proposal is awarded the highest number of points and determined in writing by the Secretary of DNR to be the most advantageous to the State, based upon the evaluation factors set forth in the RFP.

All dates given in this RFP are subject to change at the discretion of the DNR. Notice will be provided to all potential proposers.

Subject to the approval of the Louisiana Office of Contractual Review and the State Department of Civil Service, the Secretary of the DNR is the only individual who can legally commit DNR to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The resultant contract will be subject to contracting requirements of the Louisiana Division of Administration, the DNR, and the Department of Civil Service. Allowability of costs will be determined in accordance with applicable regulations of these agencies.

Enclosures

- (1) General Information
- (2) Proposal Preparation Instructions and Information Required in Proposals
- (3) Prerequisites to Selection
- (4) Scope of Services

DEFINITIONS

TERM	DEFINITION
Contractor	A firm or individual who is awarded a contract
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
RFP	A request for proposals
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

STATE OF LOUISIANA

CONTRACT

On this ____ day of _____, 20__, the (Agency Name), hereinafter sometimes referred to as the "State", and (Contractor's name and legal address including zip code), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

1.1 CONCISE DESCRIPTION OF SERVICES

[Provide the concise description of the data processing consulting services to be acquired]

1.2 COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on _____ and shall end on _____. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

2.2 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate (*spell-out*) (*n*) months thereafter.

B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

2.3 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

2.4 LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

2.5 SECURITY

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

2.6 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is .

2.7 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

3.2 CONFIGURATION REQUIREMENTS

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

3.3 PROJECT MANAGEMENT

Contractor shall provide, at a minimum, the following project management functions:

A. Provide Project Management - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

B Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

D. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. Provide Issue Control. Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

3.4 QUALITY ASSURANCE REVIEWS

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

A. Project Manager. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel*. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. *Personnel Changes*. Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources*. Contractor will provide other resources as specified in Attachment III.

3.6 STATE PROJECT DIRECTOR

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

3.7 STATE FURNISHED RESOURCES

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

3.8 STATE STANDARDS AND GUIDELINES

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

3.9 ELECTRONICALLY FORMATTED INFORMATION

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

4.0 ACCEPTANCE OF DELIVERABLES

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State-approved design documents developed within this Project, and in the accepted final documentation.

B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. *Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. *Resubmitting Corrected Deliverables.* With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

F. *Payment of Retainage Based on Acceptance.* Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$. Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of _____ (Name of Designee).

(There are many payment terms that can be negotiated with the Contractor. Below are examples of some that are used. Any one or combination of these is acceptable as long as payment is tied to the

Acceptance of the Deliverables. The terms used are illustrative only)

Example A. Payment by Task.

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the State of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

Payment Schedule

State has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

\$000.00 Task 4 Verify Functional Requirements

\$000.00 Task 5 Develop Detailed Design for Modified WIS System

\$000.00 Task 7 WIS System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

- Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.
- The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the State of all deliverables provided by the contract.
- Upon written State acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.

- The remaining retained funds will be paid to the Contractor upon State acceptance of the system following the warranty/maintenance period.
- No interest on retained funds shall accrue to the Contractor.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

Example B. *Payment by Percentage of Completion*

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

Project Milestone Percentage

Project Schedule showing start and end dates for key project milestones accepted by the State and conclusion of initial project meeting where objectives and time tables are agreed to by the State and the Contractor. 10%

Applications and Analysis Completed 40%

Testing procedures accepted by the State and training of State personnel 30%

Final Plan accepted by the State 20%

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

6.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.0 REMEDIES FOR DEFAULT

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

8.0 AVAILABILITY OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

9.0 OWNERSHIP OF PRODUCT

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

NONASSIGNABILITY

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

11.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

12.0 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

13.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

14.0 FUND USE

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

15.0 NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

16.0 HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE (Optional Clause: should only be used in a contract that was awarded through RFP)

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below

CONTRACTOR'S SIGNATURE

DATE

STATE'S SIGNATURE

DATE

OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

**ATTACHMENT I
STATEMENT OF WORK**

1.0 INTRODUCTION

[State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]

2.0 DESCRIPTION OF SERVICES/TASKS

[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]

3.0 SCHEDULE REQUIREMENTS

[Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.]

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

[Describe the performance measures to be taken during the project and monitoring plan.]

5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:
[List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]

Examples are as follows:

Examples of Deliverables	
Deliverable	Description
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies, information technology strategies, implementation strategies; and defining and planning specific projects to be implemented. An outline specifying the nature

	of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Project Director.
Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Technical Design/ Technical Architecture Report	Provide <i>Technical Design/Technical Architecture Report</i> . Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Demonstration Model or Prototype	Provide <i>Demonstration Model</i> . Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.
Programming/Custom Modifications	Provide <i>Programming/Custom Modifications</i> . Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used
Software Installation	Provide <i>Software Installation</i> . Contractor will perform software installation tasks as applicable; such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
Systems Test and Acceptance Test Support	Provide <i>Systems Test and Acceptance Test Support</i> . This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test calendar with all of the appropriate

	cycles.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes: Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Project Director.

5.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

[Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.]

ATTACHMENT II
HARDWARE/SOFTWARE ENVIRONMENT

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]

2.0 SPECIAL REQUIREMENTS

[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]

3.0 STANDARDS AND GUIDELINES

[List here references to applicable standards and/or guidelines or indicate "NONE".]

[Also, describe any exceptions to State standards and guidelines that will be permitted under this project. However, the State should takes steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]

**ATTACHMENT III
CONTRACTOR PERSONNEL AND OTHER RESOURCES**

1.0 CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name/Company Responsibilities/Classification Rate Expected Duration

...
...
...
...

[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]

2.0 PC WORKSTATIONS

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

ATTACHMENT IV STATE FURNISHED RESOURCES

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

1.0 PROJECT DIRECTOR

The Project Director appointed by the State as described in Section 3.6 is _____ who is the principal point of contact for this contract on behalf of the State.

2.0 TECHNICAL STAFF

State will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

3.0 FUNCTIONAL STAFF

State will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director.

4.0 OFFICE FACILITIES

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

5.0 COMPUTER FACILITIES

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

ATTACHMENT V
INSURANCE REQUIREMENTS FOR CONTRACTORS

1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.0 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy

under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

5.0 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.0 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

8.0 DISCLOSURE OF OWNERSHIP

For-profit and non publicly traded corporations must provide a Disclosure of Ownership form (Enclosure (1), Page 20 of 20) when contracting with the DNR. The Disclosure of Ownership should not be submitted with proposals. However, prior to contracting with the DNR, the form must be completed, notarized, and submitted to the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana 70809 and a copy stamped by the Corporations Division must be provided to the DNR.

Jay Dardenne
Secretary of State

DISCLOSURE OF OWNERSHIP
(R.S. 12:23 E, 12.205 E AND 12:304 A (II))

STATE OF _____

PARISH OF _____

BEFORE ME, the undersigned Notary in and for the parish herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that:

Corporation Name

is contracting with the state and listed below are the names and addresses of all persons or corporate entities who hold ownership interest of five percent or more in the corporation or who hold by proxy the voting power of five percent or more in the corporation and, if anyone is holding stock in his own name that actually belongs to another, the name of the person for whom held, including stock held pursuant to a counterletter.

1. Persons or corporate entities owning 5% or more:

Name	Address
------	---------

Name	Address
------	---------

Name	Address
------	---------

2. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address
------	---------

Name	Address
------	---------

Name	Address
------	---------

3. Stock held for others and for whom held:

Name	Address
------	---------

For Whom Held	Address
---------------	---------

Name	Address
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For Whom Held	Address
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Name	Address
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For Whom Held	Address
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Sworn to and subscribed before me at _____, LA this _____ day of _____, 20____.

Corporation Representative

Notary

PROPOSAL PREPARATION INSTRUCTIONS AND INFORMATION REQUIRED IN PROPOSAL

PROPOSAL DEADLINE – August 2, 2010

PROPOSALS NOT CONTAINING THE MANDATORY INFORMATION REQUIRED IN THIS ENCLOSURE WILL BE CONSIDERED TO BE UNACCEPTABLE (2) AND WILL NOT BE EVALUATED BY THE DNR. PROPOSALS RECEIVED IN RESPONSE TO THIS RFP BECOME THE PROPERTY OF THE DNR AND WILL NOT BE RETURNED.

If you desire to submit a proposal, one original of the technical proposal and the financial information shall, and six copies of the technical proposal should, be submitted to the Contracts and Grants Management Division **no later than 3:00 p.m. central standard time on or before August 2, 2010**, and should be delivered to: Karen Y. Lewis, Contracts & Grants Administrator, Louisiana Department of Natural Resources, LaSalle Office Building, 617 North Third Street, 12th Floor, Room 1265, Baton Rouge, Louisiana 70802. Please note that faxed or e-mailed proposals will not be accepted. The DNR will not acknowledge timely receipt of proposals by mail or telephone.

PROPOSALS, AMENDMENTS, AND ADDITIONAL INFORMATION THERETO RECEIVED AFTER SAID DATE AND TIME WILL NOT BE CONSIDERED.

NOTE: MAIL THROUGH THE U.S. POSTAL SERVICE IS NOT DELIVERED DIRECTLY TO THE BUILDING. Therefore, you are advised to send your proposal by some means other than the U.S. Mail.

The proposer should set forth, in detail, the technical and management plans by which he intends to meet each of the requirements contained in Enclosure (4), Scope of Services (SOS). The proposer, in his technical and management plan, should present the information necessary for the DNR's evaluation of his technical and managerial qualifications. The proposal will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what may be inferred.

A. VOLUME I. TECHNICAL PROPOSAL (ONE ORIGINAL and SIX COPIES)

1. Complete the attached Cover Sheet (Enclosure 2, Page 4 of 4 Pages).
2. Table of Contents: Proposals should include a paginated table of contents to facilitate locating the information included.
3. Abstract: Proposals should include a concise abstract of about 250 words stating the proposers overview of the project and the proposed method of implementation.

4. Technical Discussion: This section should be presented in as much detail as practical and include the following:
 - a. Scope of Services (SOS)
 1. The proposer should prepare a scope of services which specifically responds (in order listed) to each item specified in Enclosure (4), (SOS). This section should present a detailed statement of the methodology to be utilized to carry out each task and a precise description of the deliverables to be received by the DNR as end products of the services rendered.
 2. Project Schedule: This subsection should include the period of performance, proposed duration of project in months by tasks, and a milestone chart. Time for preparation and submission of required reports should be included in the project schedule.
 3. Project Organization and Management: This subsection should include the project team proposed for this work (identification of persons assigned to individual tasks), and the function and responsibilities of subcontractors.
 - b. The proposer should provide an explanation of any additional tasks to be performed which are deemed necessary by the proposer for successful project completion; explanation of deviation from and/or deletion of any tasks listed in Enclosure (4), SOS.
5. Personnel Qualifications: This subsection should contain a list of personnel to be used on this project and their qualifications. Resumes, including education, background, accomplishments and any other pertinent information, should be included for each of the key personnel (including subcontractors) to be assigned for direct work on the project.
6. Relevant Company Experience: This subsection should include company and subcontractors experience which is relevant to the proposed project including company and privately-sponsored work, a representative list of current governmental contracts in this and related fields, and/or such contracts completed in the recent past, including dollar amount of contract, title, sponsoring agency, contract number, name and telephone number of contracting officer.
7. Subcontractors: Persons who are not full time employees of the proposer shall be considered as subcontractors. All subcontractors necessary to conduct the work must be identified, including the percentage of project to be accomplished. For subcontractor(s) or Contracting Party(s), the proposer should include letters of agreement to undertake their portion of the proposed project.

8. Insurance: The proposal should include a certificate of insurance as proof that proposer has in effect limits of insurance required by Enclosure (1), General Information, Item 8. If selected as a contractor, the proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.
9. Cost Proposal: A fee schedule containing the information below:

<u>Category</u>	<u>Rate (\$/Hr.)</u>	<u>Qty</u>
Senior Consultant/Developer	\$_____ per hour	1
Consultant/Developer	\$_____ per hour	6
Developer	\$_____ per hour	3

The proposal's cost calculation will be available after the proposal deadline.

NOTE: Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website: **www.doa.louisiana.gov/osp/travel**. All out of state travel will be subject to prior approval by the Secretary of the Department of Natural Resources.

B. VOLUME II. FINANCIAL INFORMATION (SEPARATE VOLUME) (1 COPY)

1. Financial Capability: Proposer **shall** provide the latest three years of financial statements, preferably audited, or other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. letters from banks and other financial companies.
2. Overhead rate: The proposer's overhead rate, with a complete, detailed breakdown of the components and percentages, **must** be included with the proposal. The method for computation of the overhead rate for this specific project **must** be included. In addition, the normal overhead rate used for similar projects should be included. If the overhead rate is incorporated into hourly rates or other cost categories, the proposer **must** identify the categories used and the percentage attributable to overhead.

VOLUME I
Cover Sheet

RFP No. _____

Title " _____ "

Contact: Name _____ Title _____

Address _____

Phone No.: _____

Sub-Contractors: _____

Proposer hereby certifies that:

1. This proposal will remain in effect for at least 90 days from **August 2, 2010**.
2. The key personnel identified in this proposal will not be removed from the project without prior approval of the Department of Natural Resources.
3. Proposer will be ready and able to begin work within fifteen (15) days after contract award.
4. Proposer possesses an established system of accounting and financial controls adequate to permit the effective administration of a contract or willingness to modify the present system to meet State of Louisiana requirements.
5. The undersigned is authorized to represent _____ and can commit the organization to all provisions of this proposal.
6. Proposer hereby acknowledges that, if awarded this contract, Chapter 15 of Title 42 of the Louisiana Revised Statutes (L.R.S. 42:110 et seq., Code of Governmental Ethics) will apply to the firm/individual in the performance of services called for in this RFP.

Date

PREREQUISITES TO SELECTION

Proposers should be aware of the provisions of Section XIII of Louisiana Division of Administration, Office of Contractual Review, Regulations for the Procurement of Professional, Personal and Consulting Services which regard the determinations of responsibility which will be used in the selection process and which are set forth in their entirety below. Proposers are responsible for ensuring that their proposal contains sufficient information for the DNR to make their determination.

XIII Determinations of Responsibility

- A. In order to qualify as responsible, the selected proposer must meet the following standards as they relate to the particular procurement under consideration:
 - 1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 - 2. Has the necessary experience, organization, technical qualifications, skills and facilities, or has the ability to obtain them (including probable subcontractor arrangements);
 - 3. Is able to comply with the proposed or required time of delivery or performance schedule;
 - 4. Has a satisfactory record of integrity, judgment, and performance. Contracting Parties which are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement;
 - 5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- B. The selected proposer shall present acceptable evidence of financial resources, experience, organization, technical qualifications, skills, and facilities, to perform the service called for by the contract.
- C. No contract for consulting services for \$50,000 or more shall be awarded to any person or firm unless the head of the agency has first determined that such person or firm is responsible within the meaning of Sections A and B.

- D. In any case where a contract for consulting services is for \$50,000 or more, the head of the agency shall prepare, sign, and place in the contract file a statement of the facts on which a determination of responsibility was based. Any supporting documents or reports and any information to support determinations of responsibility of offeror or potential subcontractors should be kept on file with the agency, subject to inspection upon the request by the Director of Contractual Review or her designee.
- E. Before making a determination of responsibility, the head of the using agency shall have sufficient current information to satisfy himself that the prospective Contracting Party meets the standards in Sections A and B. Information from the following sources shall be utilized before making a determination of responsibility.
 - 1. Information from the prospective Contracting Party, including representations and other data contained in proposals, or other written statements or commitments, such as financial assistance and subcontracting arrangements;
 - 2. Other existing information within the agency, including financial data, the list of debarred and ineligible bidders and records concerning Contracting Party performance;
 - 3. Publications, including credit ratings and trade and financial journals;
 - 4. Other sources, including banks, other financial companies, and State departments and agencies.
- F. To the extent that a prospective Contracting Party cannot meet the standard in Section A.2 except by means of proposed subcontracting, the prospective prime Contracting Party shall not be considered to be responsible unless recent performance history indicates an acceptable subcontracting system or prospective major subcontractors are determined by the head of the agency to satisfy that standard.

SCOPE OF SERVICES

Background

The Department of Natural Resources (DNR), created in 1976 by R.S. 36:351, is one of the cabinet-level departments in the Executive Branch of Louisiana government. The Department is composed of the Offices of the Secretary, Coastal Management, Conservation, and Mineral Resources.

DNR exercises complex and various regulatory and permitting functions through the Offices of the Secretary, Conservation and Coastal Management. The Department, through Mineral Resources, serves as one of state government's major revenue-generating agencies by way of oil and gas bonuses, rentals, and royalties. DNR also provides management services to the Office of Coastal Protection and Restoration (OCPR). The services include Information Technology, procurement, budgeting and other financial assistance, human resources, etc.. OCPR was created by legislation as an office within the governor's office. Prior to this legislation, Coastal Restoration division of OCPR was part of DNR.

All Information Technology related systems and projects are under the umbrella of Strategic On-line Natural Resources Information System, or SONRIS (pronounced "sunrise").

SONRIS is a combination of custom developed applications and software packages acquired by DNR. The major packages include, Oracle's Databases and Development tools, Lombardi's Business Process Management (BPM) software Teamworks/Blueprint, Project and Portfolio Management software @task, Oracle's Universal Content Management UCM products and a suite of ESRI Geographic Information System products.

There are three components of SONRIS. These are:

1. GIS applications
2. Content Management applications
3. Business applications

The GIS applications are custom developed using tools provided by ESRI, ERDAS, and Oracle. The Content Management applications are based on Oracle's Universal Content Management (UCM) and the Business applications are custom developed using Oracle's development tools and Lombardi's Business Process Management (BPM) software Teamworks/Blueprint. Project and Portfolio Management software @tasks is used within DNR.

As a part of the Office of Conservation, the Pipeline Safety Program exercises various regulatory functions over the intrastate natural gas and hazardous liquid pipelines. Through the use of an online inspection system (Mpire), all inspection data is captured in the field and uploaded into the SONRIS database.

Infrastructure:

DNR operates in a “three-tier” client/server environment:

Database Tier:

1. Linux-based highly-scalable Oracle databases servers
2. EMC/Dell SAN storage
3. Data Domain disk backup and LTO backup library
4. Oracle’s Database Express Edition

Middle Tier:

1. IAS – Linux-based Oracle Internet application servers
2. JBoss Application server to run Lombardi’s Teamwork
3. GIS servers
4. Oracle UCM content management server
5. Microsoft Windows-based Web Server(s)

Client Tier:

1. Microsoft Windows-based PCs using a Web browser for most applications. A limited number of applications require a “fat” client.

Development Environment and Tools

SONRIS Business applications have been developed using the Oracle 10g Developer Suite. DNR is now emphasizing a process-driven approach to business applications development using Lombardi’s Business Process Management (BPM) software Teamworks/Blueprint (recently acquired by IBM). Lombardi’s Blueprint is used for the business mapping enhancements and Teamworks is used to build, optimize and manage DNR’s process-driven applications. @task is used as DNR’s Project and Portfolio Management software.

SONRIS GIS applications in DNR IT uses primarily Oracle 10g and 11g, ESRI ArcGIS 9.3.1, and ERDAS 2010 or the most current versions of the software products to accomplish GIS tasks. GIS functions and data in Oracle and Oracle Spatial are developed with SQL, PLSQL, and Oracle Applications Server. There are several ESRI products in use in DNR: ArcMap, SDE, IMS, ArcGIS Server, ImageServer, 3D Extension, Spatial Analyst Extension, Publisher Extension, ArcExplorer, ArcGIS Explorer, and the ESRI Developer Network (EDN) suite of products. The GIS applications custom developed using tools provided by ESRI include: IMS development software requires Java, JavaScript, HTML; ArcGIS Server development requires Java, ESRI JavaScript API, DOJO API, HTML, JSON, XML; ArcMap Custom Tool development requires .NET. To enhance the SONRIS GIS, the DNR GIS Unit also employs Webtrends, Dreamweaver, and Adobe Photoshop.

Scope of Services

This RFP solicits professional services proposals to enhance, maintain and support SONRIS by furnishing, depending on availability of funds, 3 to 10 personnel (Senior Consultant/Developer, Consultant/Developer, and Developer) with proven knowledge and expertise (not less than 1 year of proven experience) in the following areas:

- Process build, optimize and manage through Lombardi's Teamworks.
- Process mapping through Lombardi's Blueprint.
- ESRI, ERDAS, Oracle suites of products
- Oracle's UCM
- Developing and deploying using latest version of Oracle development tools (forms, reports, Jdeveloper, J2EE, Express Edition, etc.)
- @task Installation and Customization
- Setting up, tuning and maintaining Oracle's Application Servers and databases.

Business experience in successful implementation of crude oil and natural gas production and royalty accounting systems, and environmental systems, is *preferred*.

Tasks and Deliverables

Tasks will be assigned depending on availability of funds through work orders by DNR's Director of Information Technology who will also be designated as the DNR Project Manager for this contract. The major tasks to be accomplished by the Contractor through highly skilled professionals will include but not be limited to:

- Provide technical knowledge transfer to DNR's I.T. staff.
- Provide technical documentation to DNR's I.T. staff.
- Develop process-driven functions through Teamworks
- Build, optimize and manage process-driven applications through Teamworks
- Develop GIS functions through ESRI, ERDAS, and Oracle Spatial suites of GIS software products
- Integrate GIS functions with @task and Teamworks
- Integrate Teamworks with business applications, UCM content management system and GIS
- Develop enhancements and seamless integration between Business Applications, GIS, Content Management applications, and other packages such as @task, etc. acquired by DNR
- Provide user training, IT staff training and mentoring
- Provide unit testing, acceptance testing, implementation and follow-up
- Provide @task installation and customization
- Monitor/review/audit performance of the SONRIS software, and make performance improvements
- Perform process engineering, process design, development and implementation through Lombardi's Teamwork Designing and develop custom API (Application Program Interface)

- Provide enhancements and seamless integration of Business Applications, GIS, Content Management applications, and other packages such as @task, etc. acquired by DNR
- Provide operational assistance, consulting, and services as directed by the DNR Project Manager
- Design, code, test, and document application fixes and improvements, including but not limited to tables, scripts, reports, triggers, screens and other components
- Manage the system change process and implement fixes and improvements according to priorities set by the department
- Assist DNR in defining and refining strategies for back-up, recovery, and archiving
- Assist DNR in defining and refining application implementation strategies and policies
- Provide updates and enhancements to the Pipeline Safety Program's Mpire system including online forms, reports, and inspection data integration.

Deliverables

The Contractor will provide the following deliverable services to meet DNR's requirements determined by the DNR Project Manager.

- Complete technical and end-user system documentation.
- Technical knowledge transfer and/or training will be provided to DNR's I.T. Staff.
- The project shall be maintained using @task and a bi-weekly status report stating the progress of all analysis, design, development and implementation activities
- Complete process map with user sign off
- IT mentoring and sign off from DNR project manager
- User sign off after follow-up
- Complete document minor enhancements
- User signs off on enhancements
- User signs off on training and follow-up
- Setting up, tuning and maintaining Oracle databases and above in Linux and Windows environments
- Administering Oracle and above in a Linux-based operating system and Windows XP environments
- Developing and deploying forms, reports, graphics and database PL/SQL modules using latest Oracle's Development Tools
- Installing and tuning Oracle Application Server IAS
- Seamlessly integrating business application, Oracle's UCM, and GIS software products
- Ongoing on-the-job and formal training of DNR's IT personnel
- Enhancing and refining back-up, recovery and archiving process using DNR's StorageTek backup library and Data Domain storage systems
- Develop process mapping through Lombardi's Blueprint
- Perform business process engineering, process design, development and implementation through Lombardi's Teamworks
- Build, optimize and manage process-driven applications through Lombardi's Teamwork
- Perform @Task Installation and Customization

- Completing all documentation and obtain proper authorization throughout the development cycle

DNR will have the right to increase or decrease the number of professional staff (between three and 10) provided by the contractor. DNR will also have the right to request a replacement of the contractor's professional staff at its discretion, if they are found by DNR to be incapable of satisfactorily performing required services.

Project Management and Project Reports

The Contractor will assign one of their team members as a Project Director who will be authorized to represent the Contractor's organization and who will be in charge of the entire project. DNR will have the right to approve the person assigned as a Project Director. DNR's Director of Information Technology (DNR Project Manager) will represent DNR in assigning all tasks to the contractor, monitoring and making sure that the contractor is complying with the contract.

The Project Director will assume all responsibility for project monitoring and compliance and will be required to keep the DNR Project Manager informed at least once a month on a formal basis and more frequently on an informal basis.

The written monthly monitoring report provided by the Project Director to the DNR Project Manager will be used as the basis on which to compensate the Contractor on a regular basis as per contract agreement.

DNR's IT employees working on this project will continue to report to their supervisors on administrative issues; however, they will get technical direction from the Project Director and/or his/her designee.

Resources Provided by DNR

Work Space & Equipment

DNR will provide work areas for up to ten Contractor personnel and a meeting room to accommodate up to ten persons. More work areas may be provided on Contractor's request.

DNR will provide ten (10) Dell workstation of current hardware, with Microsoft Windows software, 20.9" wide flat panel monitor, and other accessories such as key board, mouse, etc. More PCs will be considered if requested by Contractor and approved by the Project Director. The PCs will have DNR's Development tools installed and be connected to DNR network and servers.

DNR Information Technology Staff

DNR's Information Technology (IT) staff will also be involved in the maintenance and support of SONRIS.

DNR will have available at least one of its IT staff as database administrators (DBA) to work with the Contractors.

It should be noted that, although DNR will allocate IT staff to the project, the Contractor will be held responsible to maintain SONRIS and to complete the project on time.